



City of Milpitas

Invitation for Bid

for

SIDEWALK REPAIR, CURBS, & GUTTERS

Bid No. 1084

City of Milpitas
Purchasing Division
455 E. Calaveras Blvd.
Milpitas, CA 95035
(408) 586-3161
Fax (408) 586-3170

Date of Issuance:	June 14, 2005	
Bid Deadline:	July 5, 2005	2:00 pm

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I. BACKGROUND

The City of Milpitas is located near the southern tip of San Francisco Bay, forty-five miles south of San Francisco. With a population of approximately 62,000, Milpitas is a progressive community that is an integral part of the high tech Silicon Valley. Milpitas features quality schools, conveniently located neighborhood parks and shopping centers and a population rich in diversity

Incorporated in 1954, Milpitas is a general law city operating under the City Council/City Manager form of government, Milpitas is a creative, forward-thinking city providing quality police, fire, water, streets, parks, engineering, planning and recreation services. The City is financially secure with an annual budget in excess of \$124 million. The operating budget of \$83 million and the capital improvement budget of \$41 million include all City services and the Redevelopment Agency administered by the City.

The City provides the full range of services normally associated with municipality, including fire, police, parks and recreation, planning, zoning and building, engineering, public works, utility service including water and sewer, and general administration. Solid waste collection is provided through a franchise arrangement with a local refuse collection service.

The City of Milpitas is seeking a qualified firm with a demonstrated ability to perform the tasks identified in this Invitation for Bid (IFB). In summary, the successful bidder shall furnish labor, supervision, implements, tools, machinery, equipment, transportation, and material to perform the required work.

One original and three (3) copies of the Bid are to be submitted to the City of Milpitas by mail or hand-delivered at the addresses specified in Section IV of this IFB, no later than **2:00 p.m. July 5, 2005.**

II. SCOPE OF WORK

The City of Milpitas anticipates an ongoing demand for emergency sidewalk, curb and gutter repair work to be completed at various sites throughout the City. The purpose of this quote is to establish contract pricing to meet future needs as they arise at the various sites. Work is generally of an emergency nature and the size of each project will vary.

1. Expenditure

Estimate expenditure is \$185,000. This is an estimate only and represents our best evaluation based on past experience and future projections. We make no guarantee that this is the amount to be spent for this service, but anticipate that the total expenditure for all projects completed under this contract may approximate this amount.

2. Contract Term

Contract term will be for a three (3) year period from August 8, 2005 to August 7, 2008. The city of Milpitas reserves the right to extend this contract for one (1) year increments, not to exceed five (5) years in total, providing both parties agree in writing; this contract can be canceled by either party giving thirty (30) days written notification.

3. Area of Coverage

All public sidewalks, curbs and gutters within the City of Milpitas over which the City of Milpitas has jurisdiction.

Where State Specifications and Standard Plans are referred to, it shall mean City of Milpitas, Community Development Department, Engineering Division, Standard Drawing No. 420 through No. 432.

4. Fees and Permits

The contractor shall procure and pay for all permits, licenses, and fees, etc., required to carry on and complete specified work. Where the City has jurisdiction, such general permit fees will be waived.

III. MINIMUM BASIC REQUIREMENTS

It is recommended that each bidder carefully review the following, as any bidder that is unable to fulfill the minimum basic requirements will not be considered for evaluation.

1. The contractor must have a **minimum of five (5) years of relevant experience** in commercial cement work.
2. The contractor shall be independent and, as such, the hiring, training, equipping, supervision, directing and discharging of their employees shall be the responsibility of the contractor. The payment of federal, state and local taxes and overtime wages shall also be the responsibility of the contractor.
3. The contractor must furnish all labor, tools, equipment, transportation, supervision and materials necessary for the completion of the work.
4. The contractor shall maintain a current business license with the City of Milpitas. The bidders State contractor's license must not be currently under probation or suspension as set forth by the State of California, Department of Consumer Affairs.
5. Contractor accepts responsibility for determining that all necessary safeguards for protection of contractor's employees are available or will be furnished to employees. All work performed must conform to CAL-OSHA standards.
6. Complete reference information from a minimum of three institutions or agencies for which the bidder has provided comparable services. Each such reference must include the name and location, dollars spent, the scope of services performed, and the name, address, email, telephone and fax numbers of the person who may be contacted for reference information. Descriptions should be limited to one page for each project.
7. All work is to be done from 8 a.m. to 5 p.m..

8. There shall be one project manager assigned to the project and authorized to act on behalf of the Contractor and act as the principal contact for the City. This person will be on site at all times. Work is in progress from the first day of mobilization until the last punch list item is signed off. The project manager shall have the authority to control crew size and will focus on adherence to the schedule, troubleshooting, coordination with the Assistant Civil Engineer and other trades and quality assurance. Contractor must provide the City of Milpitas Project Manager with an emergency telephone number where the Contractor's project manager may be reached at any time, 24 hours a day.

IV. GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

No bids shall receive consideration by the City of Milpitas for IFB No. 1084 unless made in accordance with the following instructions:

1. Deadline for Receipt of Bids

All bids must be marked with the name of the bid as well as the bid due date and time. Bids must be sealed and delivered by mail or in person to the Information Counter located on the first floor of City Hall at 455 E. Calaveras Blvd., Milpitas, California, no later than 2:00 o'clock p.m. July 5, 2005. All bids must be received prior to that time. Bid results shall constitute public record and shall be available for inspection two working days following the bid opening.

2. Bid Forms

Bids must be made on a form obtained from the City. All items on the form should be filled out. Numbers should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations or erasures.

3. Execution of Forms

Each bid must give the full business address of the bidder and must be signed by the bidder with his or her usual signature. Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the President, Secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the City, satisfactory evidence of the authority of the Officer signing on behalf of the corporation shall be furnished. A bidder's failure to properly sign required forms may result in rejection of the bid.

4. Bonds

The successful bidder shall be required to submit Bid and Labor and Materials bonds as specified in the Invitation for Bid. All required bonds shall be calculated on the maximum total project price (100%). A bidder's failure to submit the bonds requested will result in the rejection of the bid.

5. Bid Security

Bids shall be accompanied by a certified cashier's check or bidder's bond for an amount not less than ten percent (10%) of the bid amount. The cashier's check or bid bond shall be made payable to the order of the City of Milpitas. The bond shall be secured by a surety company satisfactory to the City. The cashier's check or bond shall be given as a guarantee that the bidder will enter into the contract if awarded the work, and in the case of refusal or failure to enter the contract within thirty (30) calendar days after notification of the award of the contract, the City shall have the right to award to another bidder. If the bidder fails or refuses to timely enter into the contract, the City reserves the right to declare the bid bond forfeited and to pursue all other remedies in law or equity relating to such breach including, but not limited to, seeking recovery of damages for breach of contract. Failure to provide bid security, or bid security in the proper amount, shall result in the rejection of the bid.

6. Labor & Materials Bond

California law requires Labor & Materials bonds for certain public works projects over \$25,000, therefore upon execution of the contract the Successful Bidder for work involving an expenditure of greater than \$25,000 will be required to furnish, within **ten (10) consecutive calendar days** after written notice, a Labor & Materials Bond (**annually**) in an amount equal to one hundred percent (100%) of the total amount of the contract.

In conformance with the State of California Code of Civil Procedure Code Section 995.311, the insurer shall submit a certificate from the County Clerk that the insurer's certificate of authority has not been revoked or suspended, or if so, that it has been renewed, and copies of the insurer's most recent annual and quarterly statement filed with the Department of Insurance pursuant to Section 900 st. seq. of the Insurance Code. These documents shall be submitted to the City within 15 days of executing the Payment Bond (Labor and Materials).

7. Substitution of Securities for Retained Funds

The contractor shall be permitted to substitute securities for **any** monies withheld by the City to ensure performance under this contract, such substitution to be subject to the limitations and requirements of the California Public Contract Code Part 5, 22300.

8. Withdrawal of Bids

Bids may be withdrawn by the bidder prior to the time fixed for the opening of bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the City's consent or bidder's recourse to Public Contract Code sections 5100 et seq.

9. Rejection of Bids

The City reserves the right to accept or reject any and all bids or any portion or combination thereof, or award on the basis of the total bid.

10. Execution of Contract

The successful bidder shall, within Thirty (30) calendar days of receiving notification of award of the contract, sign and deliver to the City the executed contract along with appropriate bonds and insurance, if required. In the event the bidder to whom an award is made fails or refuses to execute the contract within thirty (30) calendar days, the City may declare the bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to enter into the contract, and may award the work to the next lowest responsive responsible bidder, or may reject all bids and call for new bids.

11. Evidence of Responsibility

Upon request of the City, a bidder shall submit promptly to the City satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work required by the City, the bidder's organization available for the performance of the contract and any other required evidence of the bidder's qualification to perform the proposed contract. The City may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of a bidder's responsibility to perform the proposed contract may result in rejection of the bid.

12. Bid Negotiations

A bid response to any specific item of this bid with terms such as "negotiable", "will negotiate", or similar, will result in the bid being considered non-responsive.

13. Indemnity

The bidder must hold harmless and fully indemnify the City, its officers, employees and agents from all damages or claims for damages, costs or expenses that may at any time arise out of the bidder's injury to persons or damage to property resulting directly or indirectly from performance of, or failure to perform acts, required by the contract documents, including, but not limited to, infringement or use of any copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in connection with this bid including the defense of any action arising there from.

14. Prevailing Law

In the event of any conflict or ambiguity between these instructions and state or federal regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid shall conform to all applicable requirements of local, state and federal law.

15. Rights and Remedies in the Event of Default

If the bidder defaults in their obligation to enter into a Contract with the City, the City may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance claimed due by the bidder or by proceeding against a

bidder's bonds, if any, or by suit against the bidder. The prices paid by the City shall be considered the prevailing market prices at the time such purchase is made.

16. Governing Law and Venue

In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Santa Clara County.

17. Public Works Claims

Public Works Claims by the Contractor under three hundred seventy-five thousand dollars (\$375,000.00) shall be governed by Public Contracts Code 20104, et seq., incorporated herein by reference, unless the parties have agreed to arbitration pursuant to Public Contracts Code 10240. For claims not subject to arbitration, all claims shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final Labor & Materials. The local agency shall respond in writing within the time specified by law. If the claimant disputes the local agency's written response, claimant may demand a meeting and conference to settle the dispute. Unresolved disputes shall be subject to Public Contracts Code Section 20104.4.

18. Subcontractors

Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100-4114, inclusive, every bid shall, on the enclosed form set forth:

- (a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or Ten Thousand Dollars (\$10,000.00), whichever is greater.
- (b) The portion of the work, which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.
- (c) If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of 1 percent of the prime contractor's total bid, the prime contractor agrees that he or she is fully qualified to perform that portion himself or herself, and that the prime contractor shall perform that portion himself or herself.

(d) No prime contractor whose bid is accepted shall:

- (1) Substitute any person as subcontractor in place of the subcontractor listed in the original bid, except that the awarding authority, or its duly authorized officer, may, except as otherwise provided in Section 4107.5 of the public contracts code, consent to the substitution of another person as a subcontractor only in situations specified in Public Contracts Code 4107.
- (2) Permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, without the consent of the awarding authority, or its duly authorized officer.
 - a. Other than in the performance of "change orders" causing changes or deviations from the original contract, sublet or subcontract any portion of the work in excess of one-half of 1 percent of the prime contractor's total bid as to which his or her original bid did not designate a subcontractor.

19. Certified Payroll

The wages paid by the Contractor and its subcontractors shall be the current applicable prevailing wage rates and in accordance with the requirements specified in these Contract Documents. Contractor shall submit copies of certified payrolls on a quarterly basis.

20. Form of Contract

The bidder selected by the City will be required to execute a contract, a sample of which is included in this bid package. The contract and other documents are subject to the approval of the City and its legal counsel.

21. Licenses

Each bidder and their subcontractors, if any, must possess all appropriate and required licenses or other permits to perform the work as identified in the contract documents. Upon request, each bidder shall furnish the City with evidence demonstrating possession of the required licenses or permits. Failure to submit such evidence to the City's satisfaction may result in the rejection of the bid.

22. Anti-Discrimination

It is the policy of the City that in connection with all work performed under contract; there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1735. In addition, the contractor agrees to require like compliance by any subcontractor employed on the work.

23. Wage Scale

Resolution No. 5981 of the City of Milpitas requires that any contractor performing routine and recurring labor or services in excess of \$1,000.00 on behalf of the City of Milpitas, pay not less than general prevailing wage of per diem wages to all employees engaged to perform said labor or services. Said wage rates are available on line at <http://www.dir.ca.gov/dlsr/PWD>, select a County in the "County Determine" cell or you can contact the Department of Industrial Relations at 415-703-4780. (This requirement shall not apply to the sale of goods or to professional services, including, but not limited to, consultant services, construction inspection services, engineering services, architectural services, land surveying services, legal services, financial services, accounting or auditing services, data processing services, administrative services, instructional services, personnel services, and services provided by other public entities.)

It shall be mandatory upon the contractor to whom the contract is awarded, and upon any subcontractor there under, to not pay less than the said prevailing wage rates to all workers employed in execution of the contract.

24. Transfer of Interest

No interest in the contract shall be transferred to any other party without permission of the City.

25. Bidders Interested in More than One Bid

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-bid to a bidder, or that quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-bid or quoting prices to other bidders or making a prime bid.

V. SPECIAL CONDITIONS

1. Damage to property Loss or Damage

The contractor shall be held responsible for, and be required to make good at his own expense, all damage to persons or property caused by himself or his subcontractors, agents, or the employees of either of them during the progress of the work and until its final acceptance.

Any property, including but not limited to existing structures, equipment, piping, etc. damaged by the contractor during the course of his work shall be replaced or repaired by the contractor in a manner satisfactory to the City and at the contractor's expense.

2. Clean Up

The Contractor shall remove from the vicinity of the completed work all packaging materials, scraps, used containers, debris, rubbish, unused materials, concrete forms, etc., all to the satisfaction of the City. The contractor shall leave the job site in a clean and neat condition. The costs of hauling and disposal of materials off the job site shall be included in the contract.

3. Clean Air Act of 1970 and Federal Water Pollution Control Act.

The contractor shall comply with the provisions of the Clean Air Act, as amended (42 W.S.C. 1957 et. seq.) and the Federal Water Pollution Act, as amended (33 U.S.C. 1251 et. seq.) and the regulations there under (40 C.F.R. part 15).

4. Payments

Payments will be authorized by individual Purchase Order based on ninety (90%) percent of the value of the specific work then being done. A final payment of ten (10%) percent will be authorized after the completion and acceptance of the work. Contractor will be required to sign a release for each individual job, before final payment is made. (See: Attached Project Acceptance & Release)

5. Final Guarantee

Contractor shall guarantee all work in writing for a period of one year from the acceptance by the City. The contractor shall be held responsible for and make good any defects through faulty, improper or inferior workmanship or material, arising or discovered in any part of the contractor's work within one (1) year after the completion and acceptance of the work.

6. Bid Submittal Items

The contractor shall submit one (1) original and three (3) copies of the following items to be considered a complete package; Bid Form, (pages 15-17 of the bid document); Bid Bond in the amount of 10% of the contract price; Labor & Materials Bond in the amount of 100% of the contract price; List of references; certificates on pages 19-24, any information about your company, product, or process that would be of interest to the City.

7. Contractor Responsibility

Any work completed by the contractor that does not meet the quality standards as determined by the City, shall be re-done by the contractor at no cost to the City. In the event contractor's work repeatedly does not meet the quality standards, the Purchasing Agent, or Project Manager reserves the right to terminate the contract at any time without cost to the City

8. Work to be Done

The work for this project is included in the Specifications and bid documents.

9. Materials

All materials shall be new, or first quality, and specified.

10. Labor Classification

All work is to be completed by Journeyman level or higher. Use of Apprentices must have prior approval.

11. Close Out

At a point prior to substantial completion, of each individual project, contractor shall arrange for an inspection of the project with the City. The city will prepare a written punch list of items needing correction. Contractor shall correct these items and arrange for a second inspection.

12. Compliance with Statute

Vendor hereby warrants that all applicable Federal and State statutes and regulatory ordinances will be complied with in connection with Bid No. 1084, Sidewalk Repair, Curbs & Gutters.

VI. TECHNICAL SPECIFICATIONS

1. Sidewalk Repair, Curbs & Gutters

Sidewalk Repairs shall consist of repairing failed sections of existing sidewalks/curbs & gutters, indicated by Senior Supervisor of street Maintenance. The specifications used herein are current edition of the CITY OF MILPITAS COMMUNITY DEVELOPMENT DEPARTMENT, ENGINEERING DIVISION, STANDARD DRAWINGS, No. 420 through No. 432. (See the attached specifications.)

Failed sections of sidewalks, curbs, or gutters shall be saw cut the depth of the failed section at the removal boundary. Boundaries shall be existing score marks or expansion joints, or as designated by Senior Supervisor of Street Maintenance.

The contractor shall remove the failed concrete section to a depth of four inches (4") or to the bottom of the concrete if the concrete depth is greater than four (4") inches.

Removal of the failed concrete shall be performed in such a manner that the saw cut edge of the remaining concrete is undisturbed and undamaged. The excavated materials shall be hauled off the job and disposed of by the contractor at his expense.

The contractor is advised that extreme care shall be required of him in the construction of all construction joints with existing concrete. All such joints shall be subject to the approval of the Supervisor

2. Traffic Control

The contractor shall maintain at least one lane of traffic open at all times.

The contractor shall provide all necessary signs, advance warning signs, barricades, caution tape, guards, flagmen, arrow boards and other safety devices as may be required by the City Supervisor to give advised and reasonable protection, safety, and warning to persons and vehicular traffic in the area. All traffic control devices and methods shall conform to the applicable sections of the 1988 State Specifications and the "Manual of Traffic Controls for Construction and Maintenance Work Zones", except as herein specified.

The costs of providing traffic control, including all necessary personnel, directional and safety equipment, and all work involved in traffic control, shall be included in the various bid items for this contract and no additional payment will be allowed therefore.

3. Dust Control

The provisions of Section 10 of the State Specifications shall govern, except that the water is not a pay item, and the entire cost of preventing dust nuisance shall be at the expense of the Contractor.

The Contractor shall procure a Business License from the City's Finance Department and a Hydrant Permit as per the requirements. (There is no fee for the Business License or Hydrant Permit.)

Full compensation for obtaining and complying with the requirements of PERMITS AND LICENSES shall be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefore.

VII. SCHEDULE

1. Schedule

The anticipated schedule for selecting a contractor is shown below:

IFB is advertised and issued by the City: June 14, 2005

Proposals due: July 5, 2005

Oral interviews: (optional)

Council Approval: August 2, 2005

VIII. TERMS AND CONDITIONS FOR RECEIPT OF BID

1. Errors and Omissions in IFB

Bidders are responsible for reviewing all portions of this IFB. Bidders are to promptly notify the Purchasing Department, in writing, if the bidder discovers any ambiguity, discrepancy, omission, or other error in the IFB. Any such notification should be directed to the Purchasing Department promptly after discovery, but in no event later than five working

days prior to the date for receipt of proposals. Modification and clarifications will be made by addenda as provided below.

Failure by the Purchasing Department to object to an error, omission, or deviation in the Bid will in no way modify the IFB or excuse the contractor from full compliance with the specifications of the IFB or any contract awarded pursuant to the IFB.

2. Inquiries Regarding IFB

Inquiries regarding the IFB should be directed to:

Chris Schroeder, Purchasing Agent
City of Milpitas
Purchasing Department
455 E. Calaveras Blvd.
Milpitas, CA 95035-5411

Phone Number: (408) 586-3161
cschroeder@ci.milpitas.ca.gov

Direct any technical questions to:

Dennis Cuciz, Acting Public Works Director
Phone Number: (408) 586-2631
dcuciz@ci.milpitas.ca.gov

3. Term of Quotation

Submission of a bid signifies that the proposed services and prices are valid for 120 calendar days from the bid due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

4. Revision of Proposal

A bidder may revise a bid on the bidder's own initiative at any time before the deadline for submission of bids. The bidder must submit the revised bid in the same manner as the original. A revised bid must be received on or before the bid due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the bid due date for any bidder.

At any time during the bid evaluation process, the Purchasing Department may require a bidder to provide oral or written clarification of its bid. The Purchasing Department reserves the right to make an award without further clarifications of bids received.

5. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a firm in responding to this IFB. Submissions of the IFB will become the property of the City and may be used by the City in any way deemed appropriate.

6. Reservations and Rights of the City

The issuance of this IFB does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

1. Waive any defect or informality in any response, or Bid procedure;
2. Reject any or all bids;
3. Re-issue a Invitation for Bid;
4. Procure any service by other means;
5. Extend deadlines for accepting responses, amendments to responses after expiration of deadlines; or
6. Determination that no project will be pursued.

7. Contractor Responsibility

1. Any work completed by the contractor that does not meet the quality standards as determined by the City, shall be re-done by the contractor at no cost to the City. In the event contractor's work repeatedly does not meet the quality standards, the Purchasing Agent and the Assistant Civil Engineer reserve the right to terminate the contract without any cost to the City.
2. The contractor must, at all times, maintain adequate staffing to faithfully execute the contract. If it appears at any time the specifications of the contract are not being completed, the contractor will supply additional staff to successfully meet the terms of the contract.

BID FORM

FOR

SIDEWALK REPAIR, CURBS & GUTTERS

AT

VARIOUS CITY OF MILPITAS SITESPreparation of Bid form

Please prepare your quote on the form attached and submit it at such time and place as is stated in the notice of contractors calling for quotes. All blanks in the Bid form must be appropriately filled in. all quotes submitted must be in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the quote is submitted. It is the sole responsibility of the bidder to see that this quote is received in proper time. Any quote received after the scheduled closing time for receipt of quotes will be returned to the bidder unopened.

TO: THE CITY OF MILPITAS

Pursuant to and in compliance with the instructions and Conditions and all other documents relating thereto, the undersigned, being familiarized with the terms of this contract, the local conditions affecting the performance of the contract, the cost of the work at the places where the work is being done, and with the specifications and other contract documents, hereby proposes and agrees to perform within the time stipulated in the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform all of the work required in connection with:

Sidewalk Repair, Curbs & Gutters

BASE BID

Cost of Sidewalk Repair, Curbs & Gutters per applied square foot as per attached specifications.
(Premium time refers to holidays or overtime.)

		<u>Normal Time</u>	<u>Premium Time</u>
A)	Cost per applied sq' for Drawing No. 420	\$ _____	\$ _____
B)	Cost per applied sq' for Drawing No. 422	\$ _____	\$ _____
C)	Cost per applied sq' for Drawing No. 423	\$ _____	\$ _____
D)	Cost per applied sq' for Drawing No. 424	\$ _____	\$ _____
E)	Cost per applied sq' for Drawing No. 426	\$ _____	\$ _____
F)	Cost per applied sq' for Drawing No. 427	\$ _____	\$ _____
G)	Cost per applied sq' for Drawing No. 430	\$ _____	\$ _____
H)	Cost per applied sq' for Drawing No. 432	\$ _____	\$ _____
I)	Total average cost all Drawings	\$ _____	\$ _____

The price paid per square foot of sidewalk repair shall include full compensation for furnishing all labor, materials, tools and equipment and for doing all the work involved in sidewalk, repair, welded wire fabric, and cement. Rates shown are fully burdened and include all overhead and profit.

RESPONSE TIME

_____ hours after initial contract.

Yes () No () 24 HOUR SERVICE

CONTACT PERSON

_____ (Name) _____ (Phone)

TERMS

Cash terms (if applicable) _____ % _____ Days

1. The successful bidder shall be required to submit Bid and Labor & Materials bonds as specified in the General Conditions. All required bonds are to be calculated on the maximum total purchase price (100%) of the bid amount.
2. Licensed contractors: All contractors bidding work requiring a license by the State of California must demonstrate under penalty of perjury that they are licensed contractors by listing their license number and date of expiration immediately below:

Contractors License number _____

Date of Expiration _____

Type of License _____

3. The successful bidder shall furnish to the City a Certificate of Insurance for General Liability, Auto and proof of Workers Compensation Insurance for all employees, as further specified in the General Conditions.
4. Listed below is the name of each subcontractor who will perform or render service to the undersigned in or about the installation work herein described and portions of said work, which will be done by each subcontractor in accordance with sections 4100 and 4108 of the government code, State of California.

*SUBCONTRACTOR
OF WORK

* BUSINESS ADDRESS

* PORTIONS

NOTE:

If bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below, together with the signature of the partnership; and if bidder is an individual, his or her signature shall be placed below.

Name of Company

Printed name of Officer

Address

Signature

City, State, Zip

Telephone Number

Date

Fax Number

SAMPLE CONTRACT

At Milpitas, California, the ____ day of _____, 2005, the CITY OF MILPITAS, a municipal corporation in the County of Santa Clara, State of California, hereinafter called "City," and _____, _____, California _____, hereinafter called "Contractor," hereby agrees:

1. That into this contract, as though fully set out herein, are incorporated the Notice Inviting Bids, Instructions to Bidders, Bid Submitted by Contractor, General Conditions, Special Provisions, Technical Provisions, Drawings, Addenda, if any, the Plans and Specifications and Drawings heretofore filed with the Purchasing Agent and such other writing as are incorporated in the foregoing, all as set forth in that document entitled Contract Documents for Sidewalk Repair, Curbs, & Gutters, Bid No. 1084 dated June 14, 2005.

Particular recognition is hereby given to those portions of the contract as above expanded relating to wage rates, 8-hour limits and employment of alien labor, as more specifically set forth in the Government Code of the State of California.

2. That the Contractor shall perform and be bound by all of the terms and conditions of this contract as above expanded and in strict conformity therewith shall perform and complete in a good and workmanlike manner: Sidewalk Repair, Curbs, & Gutters, Bid No. 1084 in accordance with plans and specifications on file in the office of the Purchasing Agent of the City of Milpitas.
3. That for such performances the City shall pay to the Contractor the prices set forth in the accepted bid form, pages 20 and 21, of the Bid Documents. The Contractor shall receive total compensation in an amount not to exceed _____ dollars and _____ cents (\$_____), upon satisfactory completion of the work. The Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. That in no case shall any department, board or officer in the City be liable for any portion of the contract price nor shall the City or any department, board or officer thereof be liable for any of the work performed by said Contractor under this contract.
5. That in accordance with the provisions of Section 1296 of the Code of Civil Procedures of the State of California, in any arbitration whether agreed to or required by law to resolve a dispute relating to this contract, the arbitrator's award shall be supported by law and substantial evidence.

IN WITNESS WHEREOF, the parties have executed this contract the day and year first above written.

Approved as to Form:

THE CITY OF MILPITAS

By: _____
City Attorney

By: _____
City Manager

Approved as to Sufficiency

By: _____
Project Manager

By: _____
(Signature)

Attest:

By: _____
City Clerk

(Typed name and capacity or title)

SIDEWALKS, CURBS, & GUTTERS

(Bid No. 1084)

WORKER'S COMPENSATION INSURANCE

"I am aware of the provisions of Section 3700 of the *Labor Code* which requires every employer to be insured against liability for Worker's Compensation or to undertake self insurance in accordance with the provisions of that Code and I will comply with such provisions before commencing performance of the work of this contract, as evidenced by my signature below."

APPRENTICESHIP STANDARDS

Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Director of Industrial Relations, San Francisco, California, or from the Division of Apprenticeship Standards and its branch office.

"I am aware of the provisions of Sections 1777.5 and 1777.6 of the *Labor Code* concerning the employment of apprentices by the contractor or any subcontractor under him or her. I comply with the requirements of said sections in the employment of apprentices, as evidenced by my signature below."

Signed by_____

Official Title_____

Bond No. _____

LABOR AND MATERIAL'S BOND

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal, and _____ a corporation authorized to do business in the State of California and organized and existing under and by virtue of the laws of the State of _____ as Surety, are held and firmly bound unto the City of Milpitas, a municipal corporation of the County of Santa Clara, the State of California, in the sum of _____ Dollars (\$____), for the benefit of laborers and material hereinafter designed, to be paid to the City of Milpitas for the payment of which well and truly to be made, and said Principal and the said Surety, hereby bind themselves and all and singularly, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents. Signed by us and dated this ____ day of _____, 2005.

WHEREAS, the said Principal has entered into the annexed contract with the City of Milpitas to perform and complete, in strict conformity therewith and in a good and workmanlike manner: Sidewalk Repair, Curbs, & Gutters, Bid No. 1084, in accordance with plans and specifications on file in the office of the Purchasing Agent of the City of Milpitas.

NOW, THEREFORE, the conditions of the above and foregoing obligations are such that If said principal or his or her subcontractors, their heirs, executors, administrators, successors and assigns shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind or for amounts due under the Unemployment Insurance Act with respect to such work or labor, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove specified to be for the benefit of laborers and material and also will pay, in case suit is brought upon this bond, such reasonable attorney's fee as shall be fixed by the Court, awarded and taxed as provided by law.

This bond, to the extent of the obligation herewith with respect to laborers and material, shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Division 3, Part 4, Title 15 of the *Civil Code* of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond. And that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, shall in any way affect its obligations on the bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or the specifications. In case suit is brought upon this bond by the City of Milpitas, a reasonable attorney's fee, to be fixed by the Court, shall be paid by principal and surety.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument the day and year first hereinabove written.

Approved as to Form:

By: _____
City Attorney

By: _____
Principal (Contractor)

Approved:

By: _____
City Manager

By: _____
Surety

CITY OF MILPITAS CERTIFICATE OF INSURANCE

General and Automobile Liability

The undersigned insurance company hereby certifies to the City of Milpitas, California that it has issued a policy of insurance bearing Policy No. _____ to _____ in connection with certain work of improvement generally described as **Sidewalk Repair, Curbs, & Gutters, Bid No. 1084**, being a certain general and automobile liability policy which names the City of Milpitas, its officers and employees as additional insured, and which insures said City, officers and employees against liability of financial loss resulting from injuries occurring to persons or property in or about or in connection with said work of improvement, including, but not limited to, coverage for all work performed by, for or on behalf of _____.

Said policy of insurance provides coverage in the following minimum amounts and for the following periods:

	<u>COVERAGE</u>	<u>POLICY NO.</u>	<u>POLICY PERIOD</u>	<u>MINIMUM LIMITS OF LIABILITY</u>
1)	Bodily Injury			\$1,000,000 each person \$1,000,000 each occurrence
2)	Property Damage			\$500,000 each person \$500,000 each occurrence

This policy provides: (1) primary coverage for additional insured parties; if said additional insured have other insurance against loss covered by this policy, the other insurance shall be excess insurance only; (2) That said additional insured parties are not precluded from claim under this policy against other insured parties; and (3) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City Clerk.

Insurance Company

Address of Signatory:

Authorized Signature (Sign)

Authorized Signature (Type)

.....

VERIFICATION

I declare under the penalty of perjury that I am authorized to sign this Certificate on behalf of the above-named insurer.
Executed at

_____, California, on the _____ day of _____, 2005. *

Authorized Signatory (Sign)

(Type Name)

SUBSCRIBED AND SWORN TO BEFORE ME, a

Notary Public, this _____ day of

_____, 2005.

(Sign)

(Type Name)

* If this certificate is executed outside of California, it must be sworn to before a Notary Public.

FORM APPROVED: _____, 2005, by _____
CITY OF MILPITAS

CONTRACTOR'S CERTIFICATE RELATING TO WORKER'S COMPENSATION INSURANCE

I, THE UNDERSIGNED, HEREBY CERTIFY that at all times during the performance of any work under contract or agreement with the City of Milpitas (check one of the following):

_____ I will have in full force and effect Worker's Compensation Insurance pursuant to the attached Certificate of Worker's Compensation Insurance issued by an admitted insurer. Said certificate shall state that there is in existence a valid policy for Worker's Compensation Insurance in a form approved by the California Insurance Commissioner. The certificate shall show the expiration date of the policy, that the full deposit premium on the policy has been paid and that the insurer will give City at least ten (10) days advance notice of the cancellation of the policy (an exact copy or duplicate of the Certificate of Worker's Compensation Insurance certified by the Director of Industrial Relations or the insurer may be attached).

_____ I have in full force and effect and have attached hereto a Certificate of Consent to Self-insure issued by the Director of Industrial Relations (an exact copy of duplicate thereof certified by the Director may be attached).

I declare under penalty of perjury that the foregoing is true and correct and executed on

_____ at Milpitas, California.

By: _____

Official Title

On behalf of: _____
Contractor

NOTE: YOUR CERTIFICATE OF WORKER'S COMPENSATION INSURANCE MUST BE ATTACHED AND MUST MEET THE REQUIREMENTS SET FORTH ABOVE.

PLEASE NOTE THAT IF YOU HAVE ANYONE WORKING FOR OR WITH YOU, YOU MAY BE REQUIRED TO HAVE WORKER'S COMPENSATION INSURANCE. FOR FURTHER INFORMATION, CONTACT THE OFFICE OF THE DIRECTOR OF INDUSTRIAL RELATIONS, 888 NORTH FIRST STREET, SAN JOSE, CALIFORNIA, TELEPHONE (408) 277-1265.

CERTIFICATE OF WORKER'S COMPENSATION INSURANCE**FOR THE CITY OF MILPITAS**

The undersigned insurance company hereby certifies to the City of Milpitas, California, that it is an admitted Worker's Compensation Insurer and that it has issued a policy of Worker's Compensation Insurance bearing policy number

_____ to _____. Said policy is a valid policy of Worker's Compensation Insurance issued in a form approved by the California Insurance Commissioner and is now in full force and effect. The full deposit on said policy has been paid.

The expiration date of said policy is the _____ day of _____, 2005. The undersigned insurer will give said City of Milpitas at least ten (10) days advance notice of the cancellation of said policy.

Dated: _____

INSURANCE COMPANY

Address: _____

AUTHORIZED REPRESENTATIVE (Signature)

AUTHORIZED REPRESENTATIVE (Type Name)

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Milpitas, California, on the _____ day of _____, 2005.

AUTHORIZED REPRESENTATIVE (Signature)

AUTHORIZED REPRESENTATIVE (Type Name)

MEMORANDUM
Public Works Division

Project Acceptance & Release



Date: ____/____/____

To: (Project Manager) _____

From: (Contractor) _____

Project No.: _____ **Location:** _____

The intent of this checklist is to provide the list of steps to follow in closing out a specific job as part of the annual project. The Project Manager or designee is charged with assembling all project documentation and providing it to the Department Head for final review and approval.

Step	Action	Date	Project Manager Initial
1.	Received written request from Contractor for Certification of project completion and request for walkthrough and Final Inspection.	Reviewed ____/____/____	____
2.	The project walkthrough and final inspection were performed and all punch list items are complete, were inspected, and determined to be satisfactory by the Project Manager, and/or designee.	Completed ____/____/____	____

The undersigned contractor certifies that to the best of the Contractors knowledge, information and belief the Work covered by this Project Acceptance & Release have been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous payments were issued and received from Owner, and that current payment shown herein is now due.

☐ **Partial Payment:** \$_____ **Percent Complete:** _____ ☐ **Final Payment:** \$_____

Contractor: _____ **Date:** ____/____/____

Department Head: _____ **Date:** ____/____/____

Comments: